

06180-01-00-00400

Albemarle County Homebuyers Assistance Program

DEED OF TRUST

This DEED OF TRUST made this 22nd day of January, 2010, by and between, **Dionne A. Hackley** ("Grantor") and WILLIAM STEPHEN SCOTT, ("Trustee"), whose address is P. O. Box 2737, Charlottesville, VA, 22902

WITNESSETH:

THAT the Grantor grants and conveys with general warranty to the Trustee the following property ("Property"):

See attached Schedule A

IN TRUST to secure the holder or holders thereof, without preference, the payment of the principal amount of **Thirteen Thousand Six Hundred Forty-Four Dollars and 00/100 (\$13,644.00)** with interest at Six percent (6%) per annum, evidenced by a promissory note ("Note") of even date herewith made by the Grantor, payable to Piedmont Housing Alliance ("Noteholder") as more specifically set forth in said Note.

This Deed of Trust is given to secure a Note for down payment and closing cost assistance obtained through the Albemarle County Homebuyers Assistance Program ("ACHAP") and is subject to provisions and restrictions set forth in said Note.

This Deed of Trust is given to secure a debt in accordance with the provisions of Sections 55-59 et seq. and 55-60 of the code of Virginia, as amended, and effective on the date of this Deed of Trust and, as herein provided, shall be construed to impose and confer upon the parties to this Deed of Trust and the beneficiaries under it the duties, rights and obligations set forth therein. As authorized by Sections 55-59 et seq. and 55-60, the following additional provisions are herein incorporated in short form as prescribed in those sections and are to be construed as provided in them:

IDENTIFIED BY TRUSTEE'S SIGNATURE; EXEMPTIONS WAIVED;

SUBJECT TO (C)ALL UPON DEFAULT; RENEWAL, EXTENSION, OR REINSTATEMENT PERMITTED; INSURANCE REQUIRED; SUBSTITUTION OF TRUSTEE PERMITTED; ANY TRUSTEE MAY ACT; ADVERTISEMENT REQUIRED BEFORE SALE BY TRUSTEE:

PREPAYMENT: Grantor reserves the right of prepayment as set forth in the Note secured hereby.

SUBORDINATION: The Noteholder and Grantor acknowledge and agree that this Deed of Trust is subject to and subordinate in all respects to the liens, covenants and conditions of the First Mortgage/Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage/Deed of Trust including all sums advanced for the purpose of protecting or further securing the lien of the First Mortgage/Deed of Trust. The terms and provisions of the First Mortgage/Deed of Trust are paramount and controlling, and they supersede any other terms and provisions of this Subordinate Security Instrument in conflict therewith. In the event of foreclosure or deed in lieu of foreclosure of the First Mortgage/Deed of Trust, any provisions herein or any provisions in any collateral agreement restricting the use of the Property to low or moderate households or otherwise restricting the Grantor ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including the Grantor, successors or assigns (other than the Grantor or a person or entity related to the Grantor, receiving title to the Property through foreclosure or deed in lieu of foreclosure of the First Mortgage/Deed of Trust shall receive title to the Property free and clear from such restrictions. Further, if the First Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Subordinate Security Instrument shall automatically terminate upon the First Lien Holder's acquisition of title.

TRANSFER OF PROPERTY (DUE ON SALE): If all or any part of the Property, or an interest in it, is sold or transferred by the Grantor without the prior written consent of the Noteholder, the (i) Noteholder may, at Noteholder's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. At the sole discretion of the Noteholder, assumption of the Note may be allowed if, prior to the sale or transfer, the person to whom the Property is to be sold or transferred meets all qualifications specified in the Note and executes a written assumption agreement accepted in writing by the Noteholder. If the Noteholder has waived the option to accelerate as provided above, and if the Grantor's successor-in-interest has executed an assumption agreement accepted by the Noteholder, the Noteholder shall release the Grantor from all obligations under this Deed of Trust effective upon closing of the sale of the Property.

DEFAULT: In the event of any default under this Deed of Trust, and for the duration thereof, the Trustee in addition to other remedies, shall be entitled to take possession of the Property, to dispossess the owner or owners, or any tenant of the owner or owners, and to collect any and all rents, issues, and profits of the Property for the use and occupancy of it; and may apply these rentals for the following purposes: to the cost and expenses of the Trustees in the administration of the trust; to the payment of taxes and premiums on the Property; and on account of the indebtedness secured by this Deed of Trust; and to that end, the Trustees are empowered to lease the Property for such time

And upon such terms and conditions as it may deem advisable; to distrain for rent or take any other legal action to enforce the collection of the rent; or to possess the Property.

Trustee or the Noteholder may expend such money and take such actions as they, or either of them, deem necessary in order to cure or remove any default of Grantor, and may employ agents or attorneys in the execution of this trust and for the protection of the interest of the Noteholder. All such expenditures and the compensation of such agents or attorneys and all expenses incident to their employment, including those of litigation, shall be added to and deemed a part of the indebtedness secured hereby, shall be secured in the same manner as the Note is secured, shall bear interest from the date of the expenditure thereof at the legal rate of interest and shall, together with the interest thereon, be payable by Grantor on demand.

Events of default under this Deed of Trust are set forth in the Note, and include, in part, any of the following events occurring, without the written consent of the Noteholder: (i) rental or lease of the Property; (ii) failure to occupy the Property as the Grantor's principal residence; (iii) any transfer of the Property, or an interest therein, other than a sale as provided in paragraph 2 of the Note; (iv) any default under a senior Deed of Trust securing a senior Note; (v) fraud or misrepresentation by the Grantor; (vi) failure of the Grantor to maintain the property, failure to ensure payment of property taxes, assessments and other charges that constitute a lien if not paid, failure to maintain sufficient insurance on the property or use of the property for illegal activities, or failure to comply with the regulatory compliance monitoring measures set forth in paragraph 9 of the Note.

The restrictions will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the insured mortgage is assigned to HUD.

NOTICE: THE DEBT SECURED BY THIS DEED OF TRUST IS SUBJECT TO CALL IN FULL, OR THE TERMS THEREOF BEING MODIFIED, IN THE EVENT OF THE RENTAL, LEASE, SALE, CONVEYANCE OR TRANSFER OF THE PROPERTY SECURED BY THIS DEED OF TRUST.

RECORDATION: The Trustee is not obligated to see that this Deed of Trust is properly recorded.

WARRANTY: The Grantor covenant to pay the debt secured by this Deed of Trust and further covenant to warrant generally the Property.

WITNESS the following signatures and seals on the date first above written:

Dionne A Hackley 1/22/10 (SEAL)
Dionne A. Hackley

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to wit:

Before me, the undersigned Notary Public, personally appeared Dionne A. Hackley, who acknowledged the execution of the foregoing Deed of Trust, for the purposes contained, by signing it in my presence this 22 day of January, 2010.

Jenna C. Perego
Notary Public

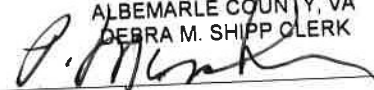
My Commission Expires: 2/28/10
Month/Day/Year



SCHEDULE A

All that certain lot or parcel of land together with the improvements thereon and appurtenances thereto belonging, situated in the Charlottesville Magisterial District of Albemarle, Virginia, more particularly described as Lot 4, Block C, Section One, on plat of Section One Townwood, made by Gloeckner & Lincoln, Inc., Engineers, Surveyors and Land Planners, dated January 22, 1980, revised May 12, 1981, of recorded in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia, in Deed Book 716, Page 423. BEING the same property in all respects conveyed to Dionne Hackley, by deed from Lynne A. Glowinski, dated January 12, 2010, recorded in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia, prior hereto.

RECORDED IN CLERKS OFFICE OF
ALBEMARLE COUNTY ON
January 25, 2010 AT 3:53:45 PM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE § 58.1-802
STATE: \$0.00 LOCAL: \$0.00
ALBEMARLE COUNTY, VA
DEBRA M. SHIPP CLERK

 DC